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## PUBLISHING AND COPYRIGHT AGREEMENT

*by Documatica Legal Forms Inc.*

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THIS PUBLISHING AND COPYRIGHT AGREEMENT (the "Agreement") is entered into this 15th day of September, 2009

**BETWEEN:**

Mary Janet White  
of  
56 Strand Crescent  
Tacoma, Washington  
74532

*(the "Author")*

*OF THE FIRST PART*

- and -

TYJ and Co.  
of  
288 Commerce Court  
New York, New York  
39483

*(the "Publisher")*

*OF THE SECOND PART*

### 1. BACKGROUND

Whereas TYJ and Co. is a lawfully established business existing in the State of New York; and

Whereas Mary Janet White owns the copyright to a work of fiction titled "The Enigma" (the 'Work'), and wishes to grant TYJ and Co. permission to reproduce and use the

Work in accordance with the terms stated herein;

IN CONSIDERATION OF the mutual covenants and promises set forth in this Agreement, the Author and the Publisher agree as follows:

## 2. NATURE OF RIGHTS

The Author grants the Publisher the exclusive right to publish, republish, use, reuse, and reproduce the Work in the formats agreed upon herein. This right includes the power to incorporate the Work into other pre-existing compositions, and to use the Work in future compilations.

## 3. CREDIT TO AUTHOR

The Publisher agrees to credit the name of the Author as provided in the submission of the Work to the Publisher. The Author agrees not to sue, claim or take other actions against the Publisher or its operators for any errors or inaccuracies in this name.

## 4. USE OF AUTHOR'S INFORMATION

The Publisher agrees not to voluntarily disclose any private, confidential or personal information the Author has provided thereto, without Author's prior consent.

## 5. DURATION OF AGREEMENT

This Agreement shall be effective between January 1, 2010 and January 1, 2020.

## 6. PERMITTED FORMATS

This Agreement shall extend to all present and future media formats.

The above rights include the right to make technical modifications to the Work in order to display it in the agreed upon media and formats.

## 7. MODIFICATIONS TO THE WORK

The Author agrees to allow the Publisher to modify or edit the Work solely at its own discretion. Such changes include, without limitation:

1. Grammar, syntax, spelling and/or punctuation corrections;
2. Removal of any material that encourages or advocates violence or terrorism, racial or religious hatred, or criminal activity; and
3. Modification for the purpose of improving the overall quality of the Work.

## 8. ROYALTY PAYMENTS

The Author will receive royalty payments from the Publisher according to the following scheme:

There will be a per sale royalty corresponding to 25% of the list price.

The Author will receive royalty statements, based on real-time online sales tracking. The royalty statements will be provided online. Actual payment will be monthly on the first of each month and will be paid by Certified Check to the address stated above, or to another address as the Author may later designate in writing.

## 9. WARRANTY AND INDEMNIFICATION

The Author affirms that the Work is original and the Author is the sole author and owner of the copyright. Furthermore, the Author understands that he or she will be fully liable should any copyright infringement be claimed or discovered.

The Author hereby agrees to indemnify the Publisher and any of its operators of any

loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement.

#### 10. GOVERNING JURISDICTION

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the State of New York, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

#### 11. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

#### 12. AMENDMENT

Any amendments to this Agreement must be evidenced in writing and signed by both parties.

#### 13. TERMINATION

The Author reserves the right to terminate this Agreement if the Publisher fails to begin distributing the Work within 2 year(s) of the execution of this document, by providing at least thirty (30) days written notice to the Publisher following the completion of the 2-year period.

The Author may terminate this Agreement if the Publisher defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30) days written notice to the Publisher alerting it of the default.

The Publisher may terminate this Agreement if the Author defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30)

days written notice to the Author alerting him or her of the default.

Either party may terminate this Agreement by providing the other party with at least 60 days written notice, or the minimum required by law.

Upon the termination or expiration of this Agreement, as the case may be, the Publisher shall cease publication, use, and distribution of the Work as soon as is commercially feasible. Notwithstanding the foregoing, the Publisher may complete pending orders and sell off current stock of the Work, so long as the sell-off period ends, at most, six (6) months after termination or expiration.

Termination or expiration of this Agreement shall not extinguish obligations herein which, by their nature, are intended to survive this Agreement. This includes, but it not limited to, the payment of royalties.

#### 14. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the agreement between the Author and the Publisher. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Author and the Publisher acknowledge that they have relied upon their own inspection, investigation and judgement in entering into this Agreement.

The Publisher and the Author further warrant that they have the right and power to enter into the Agreement and that they do not have conflicting agreements with any other party.

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Signed this 15th day of September, 2009.

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Mary Janet White  
(The Author)

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Garrett Thomson, Legal Counsel  
TYJ and Co.  
(The Publisher)